

1 THE HONORABLE JOHN C. COUGHENOUR  
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8 UNITED STATES DISTRICT COURT  
9 WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

10 PACIFIC COAST MARITIME, INC., a  
11 Washington corporation, HARLEY  
12 MARINE FINANCING, LLC, a  
Delaware limited liability company,

13 Plaintiffs,  
14 v.  
15

EAST WEST SEAFOODS, LLC, a  
Washington limited liability company, *in  
personam*, and F/V PACIFIC PRODUCER,  
O.N. 250021, her engines, appurtenances,  
tackles, and gear, *in rem*,

16 Defendants.  
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IN ADMIRALTY  
NO. 3:23-cv-05011-JCC

**DECLARATION OF  
SUBSTITUTE CUSTODIAN  
JAKE LUNDE, GENERAL  
MANAGER FOR MARINE  
LENDERS SERVICES, LLC**

19 Jake Lunde declares as follows:

20 1. I am the General Manager of Marine Lenders Services, LLC, with offices at  
21 5350 30<sup>th</sup> Avenue NW, Seattle, Washington.

22 2. I am over 18, am competent to testify, and have personal knowledge regarding  
the content of this declaration.

23 3. My company, Marine Lenders Services, LLC (“Marine Lenders”), has  
experience serving as substitute custodians in the past, and its employees are boat owners,  
operators, and brokers. I personally also have knowledge of and experience with the care of

24 DECLARATION OF JAKE LUNDE - 1  
25 CASE NO. 3:23-cv-05011-JCC

26 ATTORNEYS AT LAW  
BAUER MOYNIHAN & JOHNSON LLP  
2101 FOURTH AVENUE, STE. 2400  
SEATTLE, WASHINGTON 98121  
TELEPHONE: (206) 443-3400

1 vessels of similar type and size as the defendant vessel having owned and operated numerous  
 2 vessels in my career.

3       4. Marine Lenders and I have access to adequate facilities and supervision for the  
 4 defendant vessel and can safely keep the same in place of the United States Marshal during  
 5 the pendency of suit herein and until further Order of the Court, and in this regard, Marine  
 6 Lenders and I will provide legal liability insurance and perform the normal and customary  
 7 custodial services for said vessel, including attending mooring lines, bilge pumping as  
 8 necessary, and providing locks and security, during their custodianship at a charge of **\$150 a**  
 9 **day**, 15 days minimum for the PACIFIC PRODUCER, O.N. 250021. An additional fee of  
 10 **\$7,700** will be charged for twelve months of substitute custodian legal liability insurance,  
 11 charged at **\$642** a month, with a one month minimum. For the arrest, consulting and making  
 12 an inventory of the vessel Marine Lenders will bill at **\$240** / hour. For securing the vessel,  
 13 Marine Lenders will bill at **\$240** / hour plus materials and expenses. If not paid directly by  
 14 plaintiffs, Marine Lenders will charge moorage at the rate charged at its arrested location.  
 15 The total charge for said services will be less than those charged by the United States Marshal  
 16 for providing such services through professional keepers. I will provide these services and  
 17 keep the vessel secured at her current location, unless I determine that the vessel should be  
 18 moved in order to safeguard and protect the vessel, or minimize expenses and/or maximize  
 19 the sale price of the vessel. In the event the vessel needs to be moved, I will notify the U.S.  
 20 Marshal's office prior to movement and again when it has been secured.

21       5. Marine Lenders is beneficiary of a Marine General Insurance Policy issued by  
 22 Great American (**Policy No. CL1932503366**) with limits of **\$2,000,000** for damage sustained  
 23 by third parties due to negligence committed during said custody, and plaintiffs further agree  
 24 to hold harmless and indemnify the United States and the United States Marshal from any and  
 25 all claims whatsoever arising out of the substitute custodian's possession and safekeeping.

26       6. Further, Marine Lenders agrees to accept substitute custodianship of the

1 defendant vessel, her engines, machinery, and appurtenances, etc., in accordance with the  
2 order appointing substitute custodian.

3           7. I have reviewed and am familiar with Local Supplemental Admiralty Rule  
4 LAR 135 and the requirements of that rule for substitute custodians.

5           8. I am not interested in the outcome of this action in which the defendant vessel  
6 is or will be under arrest.

7           9. I declare under penalty of perjury under the laws of the United States of  
8 America the foregoing is true and correct.

Dated this Monday, February 13, 2023 at Seattle, Washington

Jake Lunde  
General Manager for Marine Lenders Services, LLC

DECLARATION OF JAKE LUNDE - 3  
CASE NO. 3:23-cv-05011-JCC

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